

[FORM OF EXIMBANK SUPPLIER'S CERTIFICATE]¹

[Letterhead of Supplier]

_____, 19__

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, DC 20571

Re: Eximbank Credit/Guarantee No. _____ - [Country]
[Purchaser] ("Purchaser")
Supplier's Certificate

Ladies and Gentlemen:

We the undersigned supplier (the "Supplier") understand that the sale of the goods and services (the "Items") covered by our enclosed invoice(s), which are listed below (the "Invoices") may be financed by a credit or guarantee provided by the Export-Import Bank of the United States ("Eximbank"), an agency of the United States of America ("United States").

<u>Number</u>	<u>Date</u>	<u>Amount</u>	<u>Name and Address of Purchaser ("Purchaser")</u>	<u>Brief Description of Items, including Standard Industrial Classification ("SIC") Code</u>
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[complete with respect to each enclosed invoice]

We, the Supplier, hereby represent and warrant with respect to the Items that:

1. Cash Payment. In connection with the OECD Arrangement's requirement for a minimum cash payment from the Purchaser equivalent to 15% of export value, [check all boxes that are applicable]:

/____/ (a) We have received a cash payment in the amount of US\$_____ representing ____ percent of the amount of the Invoice(s).

¹This form should be completed and submitted by Suppliers of all Items (including, without limitation, Items that are Ancillary Services) except for (i) Special Ancillary Services and (ii) any local cost items specifically authorized by Eximbank. Bracketed text contains instructions with regard to information that must be supplied in place of the bracketed reference.

/ / (b) We are financing at market rates of interest the required cash payment in the amount of US\$ representing percent of the amount of the Invoice(s).

/ / (c) We have not received any cash payment with respect to the Invoices.

2. Origin. The Items were either originated or manufactured by us in the United States or, if not originated or manufactured by us in the United States, were acquired by us from sources in the United States, and, to the best of our knowledge and belief, except as disclosed below, no component part or value added by fabrication, services or otherwise (exclusive of raw materials) was originated or manufactured outside the United States.

<u>Item of Origin</u>	<u>Non-U.S. Component</u>	<u>Foreign Costs (U.S. Dollars)</u>	<u>Source of Non- U.S. Component</u> ²	<u>Country</u>
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(If none, the word “**NONE**” must be inserted in order for this Certificate to be considered complete.)

We understand that Eximbank is under no obligation to support the sale of any part of the Items that is of non-U.S. origin or manufacture or that was acquired by us from sources outside the United States.

3. Production Cost. (indicate if the statements below are true by checking either the “**YES**” or “**NO**” box that follows each statement:³

(a) The aggregate Foreign Cost (as defined below) associated with the Items is less than 50% of the aggregate Production Cost (as defined below) of such Items.

/ / YES
/ / NO

(b) The Foreign Cost associated with each of the Items is less than 50% of the Production Cost of each such Item.

/ / YES
/ / NO

“Production Cost” shall mean, with respect to any Item, the sum of (i) direct material and component costs, (ii) direct labor costs and (iii) indirect costs that can reasonably be attributed to the production of such Item.

“Foreign Cost” shall mean, with respect to any Item, the cost to the Supplier of such Item or any

²Provide the name of the entity (whether domestic or foreign) from which you obtained the non-U.S. component.

³In order to obtain financing on a medium-term basis, statement (a) must be true. In order to obtain financing on a long-term basis, statement (b) must be true.

component of such Item, as the case may be, if such Item or such component was produced or manufactured outside the United States.

4. Licenses and Purchase Contract. All export licenses, all import licenses, and all permits required by the Government of the United States or the Government of [the Purchaser's country] in connection with the shipment of the Items have been obtained. To the best of our knowledge, as of the date of shipment, or, where no shipment occurred, as of the date of the work performed, the contract to sell the Items, and the performance by the parties of their respective obligations thereunder, did not violate any law then applicable.

5. Shipment. The Items were shipped from the United States to the Purchaser in [the Purchaser's country] as evidenced by the enclosed transportation document(s) (e.g., bill(s) of lading) or, in cases that do not involve the transportation of goods, other evidence satisfactory to Eximbank has been submitted.

6. Discounts, Allowances and Special Agreements. In connection with the sale of, or obtaining the contract to sell, the Items or with the establishment or operation of the Eximbank credit/guarantee (including any letter of interest or preliminary commitment relating thereto issued by Eximbank), we have not:

(i) directly or indirectly granted or paid, agreed or offered to grant or pay, or arranged for, any discount, allowance, rebate, commission, fee or other payment, except as follows:

(a) Any discounts, allowances or rebates to the Purchaser that are disclosed in the Invoices;

(b) Amounts payable to our regular full-time employees to the extent of their regular compensation;

(c) Regular commissions or fees paid or to be paid in the ordinary course of business to our regular sales agents or sales representatives and readily identifiable on our books and records as to amount, purpose and recipient;

(d) Any letter of credit fees paid to commercial banks in connection with the Eximbank credit/guarantee;

(e) Any payments made to Eximbank in connection with the Eximbank credit/guarantee;

(f) Other payments, as follows:

Payee Or Intended Payee

Address

Purpose

(If none, then the word “**NONE**” must be inserted in order for this Certificate to be considered complete. If any payee is named, a statement must be attached showing for each the nature and extent of the services and the method of computation of the payment.)

Annex B (Exhibit 2)

or (ii) entered into any barter, buyback, countertrade or offset agreement or other similar agreement, except as follows:

Type of Agreement

Other Parties

Goods/Services

(If none, then the word “**NONE**” must be inserted in order for this Certificate to be considered complete. If any agreement is disclosed, a statement must be attached describing the basic terms of the agreement.)

We understand that all payments disclosed in subparagraph 6(i)(f) above must be satisfactory to Eximbank.

7. Munitions List. Only the following goods and services covered by our Invoices are articles, services, or related technical data that are listed on the United States Munitions List (part 121 of title 22 of the Code of Federal Regulations):

Item

Invoice Amount

(If none, the word “**NONE**” must be inserted in order for this Certificate to be considered complete.)

We understand that all goods and services disclosed in paragraph 7 above must be satisfactory to Eximbank.

8. Suspension and Debarment, etc. We certify that either:

/ ☐ /

(a) neither we nor our Principals (as defined below) are at present (i) debarred, suspended, proposed for debarment with a final determination still pending, declared ineligible or voluntarily excluded (as such terms are defined in any of the Debarment Regulations referred to below) from participating in procurement or nonprocurement transactions with any United States federal government department or agency pursuant to any of the Debarment Regulations (as defined below) or (ii) indicted, convicted or had a civil judgment rendered against us or any of our Principals for any of the offenses listed in any of the Debarment Regulations; or

/ ☐ /

(b) if we are unable to make the certification set forth in clause (a) of this Section 8, we have attached a detailed explanation of the grounds for this failure (including dates, identification of any debarring official or suspending official (as such terms are defined in any of the Debarment Regulations) and his or her agency, and details of any proposed or actual debarment, suspension, declaration of ineligibility, voluntary exclusion, indictment, conviction or civil judgment).

We understand that any detailed explanation provided pursuant to subparagraph 8(b) above must be satisfactory to Eximbank.

We further certify that, unless authorized by Eximbank, we will not knowingly enter into any transactions in connection with the Items with any person who is debarred, suspended, declared ineligible or

Annex B (Exhibit 2)

voluntarily excluded from participation in procurement or nonprocurement transactions with any United States federal government department or agency pursuant to any of the Debarment Regulations.

We agree that we will provide immediate written notice to Eximbank if at any time we learn that the certification set forth in clause (a) of this Section 8, if made, was erroneous when made or has become erroneous by reason of changed circumstances. For the purposes hereof, (i) "Principals" shall mean any officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or any other person (whether or not an employee) who has critical influence on or substantive control over the transaction financed by the credit or guarantee provided by Eximbank which is referred to above and (ii) the "Debarment Regulations" shall mean (x) the Governmentwide Debarment and Suspension (Nonprocurement) regulations (Common Rule), 53 Fed. Reg. 19204 (May 26, 1988), (y) Subpart 9.4 (Debarment, Suspension, and Ineligibility) of the Federal Acquisition Regulations, 48 C.F.R. 9.400 - 9.409 and (z) the revised Governmentwide Debarment and Suspension (Nonprocurement) regulations (Common Rule), 60 Fed. Reg. 33037 (June 26, 1995).

9. Acknowledgment of Eximbank Reliance. We acknowledge that the certifications set forth in this Supplier's Certificate are material representations of fact upon which reliance will be placed by Eximbank in connection with the financing of the purchase of the Items and that, if it is later determined that we knowingly entered into an erroneous certification, Eximbank may pursue any available remedies, which may include remedies available to the United States government such as suspension or debarment pursuant to the Debarment Regulations. We will provide additional information with regard to any of the matters discussed in this Supplier's Certificate upon Eximbank's reasonable request.

10. Due Authorization. Execution of this certificate constitutes a representation that the signer(s) are fully authorized to do so on behalf of the Supplier. We understand that any person who makes a false representation to Eximbank may be subject to fine and/or imprisonment pursuant to 18 U.S.C. §1001. We agree that, upon request, we will provide Eximbank with evidence of authority with respect to the person(s) signing this certificate.

11. Original Certificate. This Supplier's Certificate is the only Supplier's Certificate that we have issued with respect to the Invoices.

[SUPPLIER]⁴

By: _____
(Signature)⁵
Name: _____
(Print)
Title: _____
(Print)

Address: _____

_____ ⁶

Enclosures

Invoices

Transportation Documents

cc: [Lender]
[Address of Lender]

[Exim Rev. 4/22/97]

⁴List complete name of company and include its Dun & Bradstreet number. Note: this company must be located in and regularly do business in the United States.

⁵This certificate must be signed by the Supplier's President, Chief Executive Officer (if different) and/or Chief Financial Officer, and/or by any other authorized officer(s) of the Supplier. Execution of this certificate constitutes a representation that the signer(s) are fully authorized to do so on behalf of the Supplier. Any person who makes a false representation to Eximbank may be subject to fine and/or imprisonment pursuant to 18 U.S.C. §1001. The Supplier agrees that, upon request, it will provide Eximbank with evidence of authority with respect to the person(s) signing this certificate.

⁶Include complete street address, including zip code, of the company facility that produced the Items. This address must be in the United States.

[FORM OF EXIMBANK SUPPLIER'S CERTIFICATE (L/C APPLICATION)]¹

[Letterhead of Supplier]

Date _____

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, DC 20571

Re: Eximbank Credit/Guarantee No. AP _____XX-[Country]
[Name of Borrower] ("Borrower")
Supplier's Certificate (L/C Application)

Ladies and Gentlemen:

We understand that the Borrower is requesting [name of L/C Bank] to issue, confirm or advise a letter of credit ("Letter of Credit") in our favor to finance the purchase of [U.S. goods and services ("Items")]/[Financial Advisor Services, Technical Consultant Services, Legal Services or Banking Services related to the above-mentioned credit/guarantee ("Items")]², and that the Letter of Credit may be funded by a credit supported by the Export-Import Bank of the United States ("Eximbank"), an agency of the United States of America ("United States").

³[We understand that Eximbank's support for the sale of any part of the Items that is of non-U.S. origin or manufacture or that was acquired by us from sources outside the United States shall only be provided if either (i) Eximbank requires that the Borrower or another person pay for the provision of such Items by a Supplier selected by Eximbank or (ii) Eximbank in its sole determination finds that such Items are both necessary in order for the underlying transaction to go forward and cannot be reasonably obtained in the United States.]

We, the Supplier, hereby represent and warrant with respect to the Items that:

¹This form should be completed and submitted by all Suppliers who are to be paid by drawings under a letter of credit. Bracketed text contains instructions with regard to information that must be supplied in place of the bracketed reference.

²The second bracketed text is to be used by Suppliers of Special Ancillary Services who will issue a Supplier's Certificate (Special Ancillary Services) instead of a standard Eximbank Supplier's Certificate.

³Only include this paragraph in certificates executed by Suppliers who will issue an Eximbank Supplier's Certificate (Special Ancillary Services) instead of a standard Eximbank Supplier's Certificate.

⁴[1. Origin. The Items will be either originated or manufactured by us in the United States or, if not originated or manufactured by us in the United States, will be acquired by us from sources in the United States, and that, to the best of our knowledge and belief, except as disclosed below, no component part or value added by fabrication, services or otherwise (exclusive of raw materials) will be originated or manufactured outside the United States.

<u>Item</u>	<u>Non-U.S. Component</u>	<u>Foreign Costs (U.S. Dollars)</u>	<u>Source of Non- U.S. Component⁵</u>	<u>Country of Origin</u>
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(If none, the word “NONE” must be inserted in order for this Certificate to be considered complete.)

We understand that Eximbank is under no obligation to support the sale of any part of the Items that is of non-U.S. origin or manufacture or that was acquired by us from sources outside the United States.]

[2.] Discounts, Allowances and Special Agreements. In connection with the sale of, or obtaining the contract to sell, the Items or with the establishment or operation of the Eximbank credit/guarantee (including any letter of interest or preliminary commitment relating thereto issued by Eximbank), we have not:

(i) directly or indirectly granted or paid, agreed or offered to grant or pay, or arranged for, any discount, allowance, rebate, commission, fee or other payment, except as follows:

(a) Any discounts, allowances or rebates to the Purchaser that are disclosed in the Invoices;

(b) Amounts payable to our regular full-time employees to the extent of their regular compensation;

(c) Regular commissions or fees paid or to be paid in the ordinary course of business to our regular sales agents or sales representatives and readily identifiable on our books and records as to amount, purpose and recipient;

(d) Any letter of credit fees paid to commercial banks in connection with the Eximbank credit/guarantee;

(e) Any payments made to Eximbank in connection with the Eximbank credit/guarantee;

⁴This representation and warranty need not be included in certificates executed by Suppliers who will issue a Supplier's Certificate (Special Ancillary Services) instead of a standard Eximbank Supplier's Certificate.

⁵Provide the name of the entity (whether domestic or foreign) from which you obtained the non-US component.

(f) Other payments, as follows:

<u>Payee Or Intended Payee</u>	<u>Address</u>	<u>Purpose</u>
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(If none, then the word "NONE" must be inserted in order for this Certificate to be considered complete. If any payee is named, a statement must be attached showing for each the nature and extent of the services and the method of computation of the payment.)

or (ii) entered into any barter, buyback, countertrade or offset agreement or other similar agreement, except as follows:

<u>Type of Agreement</u>	<u>Other Parties</u>	<u>Goods/Services</u>
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(If none, then the word "NONE" must be inserted in order for this Certificate to be considered complete. If any agreement is disclosed, a statement must be attached describing the basic terms of the agreement.)

We understand that all payments disclosed in subparagraph 2(i)(f) above must be satisfactory to Eximbank.

⁶[3.] Munitions List. Only the following goods and services covered by our Invoices are articles, services, or related technical data that are listed on the United States Munitions List (part 121 of title 22 of the Code of Federal Regulations):

<u>Item</u>	<u>Invoice Amount</u>
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(If none, the word "NONE" must be inserted in order for this Certificate to be considered complete.)

We understand that all goods and services disclosed in paragraph [3] above must be satisfactory to Eximbank.

[4.] Suspension and Debarment, etc. We certify either:

/____/ (a) that neither we nor our Principals (as defined below) are presently (i) debarred, suspended, proposed for debarment with a final determination still pending, declared ineligible or voluntarily excluded (as such terms are defined any of the Debarment Regulations referred to below) from participating in procurement or nonprocurement transactions with any United States federal government department or agency pursuant to any of the Debarment Regulations (as defined below) or (ii) indicted, convicted or had a

⁶This clause 3 representation and warranty with respect to munitions need not be included in certificates executed by Suppliers who will issue a Supplier's Certificate (Special Ancillary Services) instead of a standard Eximbank Supplier's Certificate.

civil judgment rendered against us or any of our Principals for any of the offenses listed in any of the Debarment Regulations; or

/ /

(b) that if we are unable to make the certification set forth in clause (a) of this Section 4, we have attached a detailed explanation of the grounds for this failure (including dates, identification of any debarring official or suspending official (as such terms are defined any of the Debarment Regulations) and his or her agency, and details of any proposed or actual debarment, suspension, declaration of ineligibility, voluntary exclusion, indictment, conviction or civil judgment).

We understand that any detailed explanation provided pursuant to subparagraph [4](b) above must be satisfactory to Eximbank.

We further certify that, unless authorized by Eximbank, we will not knowingly enter into any transactions in connection with the Items with any person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in procurement or nonprocurement transactions with any United States federal government department or agency pursuant to any of the Debarment Regulations.

We agree that we will provide immediate written notice to Eximbank if at any time we learn that the certification set forth in clause (a) of this Section 4 was erroneous when made or has become erroneous by reason of changed circumstances. For the purposes hereof, (i) "Principals" shall mean any officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities; or any other person (whether or not an employee) who has critical influence on or substantive control over the transaction financed by the credit or guarantee provided by Eximbank which is referred to above and (ii) the Debarment Regulations shall mean (x) the Governmentwide Debarment and Suspension (Nonprocurement) regulations (Common Rule), 53 Fed. Reg. 19204 (May 26, 1988), (y) Subpart 9.4 (Debarment, Suspension, and Ineligibility) of the Federal Acquisition Regulations, 48 C.F.R. 9.400 - 9.409 and (z) the revised Governmentwide Debarment and Suspension (Nonprocurement) regulations (Common Rule), 60 Fed. Reg. 30337 (June 26, 1995).

[5.] Acknowledgment of Eximbank Reliance. We acknowledge that the certifications set forth in this Supplier's Certificate are material representations of fact upon which reliance will be placed by Eximbank in connection with the financing of the purchase of the Items, and that if it is later determined that we knowingly entered into an erroneous certification, in addition to the other remedies available to the United States government, Eximbank may pursue any available remedies, which may include suspension or debarment pursuant to the Debarment Regulations. We will provide additional information with regard to any of the matters discussed in this Supplier's Certificate upon Eximbank's reasonable request.

[6.] Due Authorization. Execution of this certificate constitutes a representation that the signer(s) are fully authorized to do so on behalf of the Supplier. We understand that any person who makes a false representation to Eximbank may be subject to fine and/or imprisonment pursuant to 18

U.S.C. §1001. We agree that, upon request, we will provide Eximbank with evidence of authority with respect to the person(s) signing this certificate.

[NAME OF SUPPLIER]⁷

By: _____
(Signature)⁸

Name: _____
(Print)

Title: _____
(Print)

Address: _____

_____ ⁹

cc: [Name of Lender]
[Address of Lender]

[Exim Rev. 4/22/97]

³List complete name of company and include its Dun & Bradstreet number.

⁴ This certificate must be signed by the Supplier's President, Chief Executive Officer (if different) and/or Chief Financial Officer, and/or by any other authorized officer(s) of the Supplier. Execution of this certificate constitutes a representation that the signer(s) are fully authorized to do so on behalf of the Supplier. Any person who makes a false representation to Eximbank may be subject to fine and/or imprisonment pursuant to 18 U.S.C. §1001. The Supplier agrees that, upon request, it will provide Eximbank with evidence of authority with respect to the person(s) signing this certificate.

⁵Include complete address, including zip code, of the company facility that has produced or will produce the Items.

Annex B (Exhibit 2(a))

[FORM OF EXIMBANK SUPPLIER'S CERTIFICATE
(SPECIAL ANCILLARY SERVICES)]¹

[Letterhead of Supplier of Special Ancillary Services]

Date _____

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, DC 20571

Re: Eximbank Credit/Guarantee No. _____-[Country]
[Name of Borrower] ("Borrower")
Supplier's Certificate (Special Ancillary Services)

Ladies and Gentlemen:

We the undersigned supplier (the "Supplier") understand that the sale of services (the "Special Ancillary Services") covered by our enclosed invoice(s), which are listed below (the "Invoices"), may be financed by a credit or guarantee provided by the Export-Import Bank of the United States ("Eximbank"), an agency of the United States of America ("United States").

<u>Number</u>	<u>Date</u>	<u>Amount</u>	<u>Name and Address of Borrower ("Borrower")</u>	<u>Description of Special Ancillary Services, including Standard Industrial Classification ("SIC") Code</u>
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[complete with respect to each enclosed invoice]

[Each invoice must contain a detailed description of the services provided
and the specific fees and expenses charged with respect to each such service.
In addition, each expense must be separately itemized, with a notation as to the
date, purpose, recipient and amount of such expense.]

¹This form should be completed and submitted by Ancillary Suppliers of all services that are Special Ancillary Services. Suppliers or Ancillary Suppliers of all other goods or services (including, without limitation, Ancillary Services that are not Special Ancillary Services) should not complete or submit this form. If two or more bracketed text segments appear in sequence, choose whichever is applicable and delete the other(s). Stand-alone bracketed text segments contain instructions with regard to information that must be supplied in place of the bracketed references.

We, the Supplier, hereby represent and warrant with respect to the Special Ancillary Services that:

1. Type of Special Ancillary Service: (Please check one):

/ /

(a) Banking Services: The attached invoice describes fees charged by the undersigned in our capacity as a lender guaranteed by Eximbank with respect to the Eximbank transaction noted above. Such fees are non-recurring charges that have become due and payable on or prior to the Final Disbursement Date (as defined below). Eximbank has indicated that it has found that such services both are necessary in order for the underlying transaction to go forward and cannot be reasonably obtained in the United States. For the purposes of this Supplier's Certificate (Special Ancillary Services), "Final Disbursement Date" shall mean the date specified as the final date for disbursements under the credit agreement executed in connection with the transaction noted above.

/ /

(b) Financial Advisor Services: The attached invoice describes fees and expenses charged by the undersigned in our capacity as financial advisor to [the Borrower][the Guarantor][Eximbank][the Lender] in connection with the Eximbank transaction noted above. Such fees and expenses relate to services provided in assisting [the [Borrower][Guarantor] in obtaining, structuring and/or meeting the requirements of the Eximbank [guarantee][credit] with respect to such transaction.]/[[Eximbank][the Lender] in its analysis of the Eximbank [guarantee][credit] with respect to such transaction, the project and/or the business operations of the Borrower [or Guarantor]]. Such fees and expenses have become due and payable on or prior to the Final Disbursement Date for the Eximbank [guarantee][credit]. [We have been selected by Eximbank to perform the services to which such fees relate, and Eximbank has required that the Borrower or other Person pay for the provision of such services.] [Eximbank has indicated that it has found that such services both are necessary in order for the underlying transaction to go forward and cannot be reasonably obtained in the United States.]²

/ /

(c) Legal Services: The attached invoice describes fees and expenses charged by the undersigned in our capacity as legal counsel to [the Borrower][the Guarantor][Eximbank][the Lender] in connection with the Eximbank transaction noted above. Such fees and expenses relate to services provided in connection with the Eximbank [guarantee][credit] with respect to the transaction noted above. Such fees and expenses have become due and payable on or prior to Final Disbursement Date for such Eximbank [guarantee][credit]. [We have been selected by Eximbank to perform the services to which such fees relate, and Eximbank has required that the Borrower or other Person pay for the provision of such services.] [Eximbank has indicated that it has found that such services both are necessary in order for the underlying transaction to go forward and cannot be reasonably obtained in the United States.]³

²One of the last two bracketed sentences must be applicable.

/___/

- (d) Technical Consultant Services: The attached invoice describes fees and expenses charged by the undersigned in our capacity as a technical consultant to [the Borrower][Eximbank][Lender][name any other Person] in connection with the Eximbank transaction noted above. [Eximbank][the Lender] has required that a technical consultant with expertise in [describe area of expertise] be retained in order to assist [Eximbank][the Lender] in its analysis of the Eximbank [guarantee][credit] with respect to such transaction, the project and/or the business operations of a Borrower [or Guarantor]. The [Engineering Division][Project Finance Division][Aircraft Finance Division][name of relevant area division][Lender] has indicated that it is prepared to accept the undersigned acting in such capacity. Such fees and expenses relate to services provided in connection with the Eximbank [guarantee][credit]. Such fees and expenses have become due and payable on or prior to the Final Disbursement Date for such Eximbank [credit][guarantee]. [We have been selected by Eximbank to perform the services to which such fees relate, and Eximbank has required that the Borrower or other Person pay for the provision of such services.] [Eximbank has indicated that it has found that such services both are necessary in order for the underlying transaction to go forward and cannot be reasonably obtained in the United States.]⁴

We understand that Eximbank has the right to evaluate the reasonableness and appropriateness of each Special Ancillary Service and each fee and expense charged in connection with such service and that Eximbank, in its sole and absolute discretion, may determine not to support one or more Special Ancillary Services, fees or expenses under said credit/guarantee.

2. Cash Payment. In connection with the OECD Arrangement's requirement for a minimum cash payment from the Borrower equivalent to 15% of export value, [check all boxes that are applicable]:

/___/

- (a) We have received a cash payment in the amount of US\$_____ representing ____ percent of the amount of the Invoice(s).

/___/

- (b) We are financing at market rates of interest the required cash payment in the amount of US\$_____ representing ____ percent of the amount of the Invoice(s).

/___/

- (c) We have not received any cash payment with respect to the Invoices.

3. Legality. To the best of our knowledge, the Special Ancillary Services, and the performance by the parties of their respective obligations under any agreement relating to such services, do not violate any provision of U.S. or any other applicable law.

4. Discounts, Allowances and Special Agreements. In connection with the sale of, or obtaining the contract to sell, the Special Ancillary Services or with the establishment or operation of the Eximbank credit/guarantee (including any letter of interest or preliminary commitment relating thereto

³One of the last two bracketed sentences must be applicable.

⁴One of the last two bracketed sentences must be applicable.

issued by Eximbank), we have not:

(i) directly or indirectly granted or paid, agreed or offered to grant or pay, or arranged for, any discount, allowance, rebate, commission, fee or other payment, except as follows:

(a) Any discounts, allowances or rebates to the Purchaser that are disclosed in the Invoices;

(b) Amounts payable to our regular full-time employees to the extent of their regular compensation;

(c) Regular commissions or fees paid or to be paid in the ordinary course of business to our regular sales agents or sales representatives and readily identifiable on our books and records as to amount, purpose and recipient;

(d) Any letter of credit fees paid to commercial banks in connection with Eximbank the credit/guarantee;

(e) Any payments made to Eximbank in connection with the Eximbank credit/guarantee;

(f) Other payments, as follows:

Payee Or Intended Payee

Address

Purpose

(If none, then the word “**NONE**” must be inserted in order for this Certificate to be considered complete. If any payee is named, a statement must be attached showing for each the nature and extent of the services and the method of computation of the payment.)

or (ii) entered into any barter, buyback, countertrade or offset agreement or other similar agreement, except as follows:

Type of Agreement

Other Parties

Goods/Services

(If none, then the word “**NONE**” must be inserted in order for this Certificate to be considered complete. If any agreement is disclosed, a statement must be attached describing the basic terms of the agreement.)

We understand that all payments disclosed in subparagraph 4(i)(f) above must be satisfactory to Eximbank.

5. Suspension and Debarment, etc. We certify that either:

/____/

(a) neither we nor our Principals (as defined below) are at present (i) debarred, suspended, proposed for debarment with a final determination still pending, declared ineligible or voluntarily excluded (as such terms are defined in any of the Debarment Regulations referred to below) from participating in procurement or nonprocurement transactions with

Annex B (Exhibit 2(b))

any United States federal government department or agency pursuant to any of the Debarment Regulations (as defined below) or (ii) indicted, convicted or had a civil judgment rendered against us or any of our Principals for any of the offenses listed in any of the Debarment Regulations; or

/____/

(b) if we are unable to make the certification set forth in clause (a) of this Section 5, we have attached a detailed explanation of the grounds for this failure (including dates, identification of any debarring official or suspending official (as such terms are defined in any of the Debarment Regulations) and his or her agency, and details of any proposed or actual debarment, suspension, declaration of ineligibility, voluntary exclusion, indictment, conviction or civil judgment).

We understand that any detailed explanation provided pursuant to subparagraph 5(b) above must be satisfactory to Eximbank.

We further certify that, unless authorized by Eximbank, we will not knowingly enter into any transactions in connection with the Special Ancillary Services with any person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in procurement or nonprocurement transactions with any United States federal government department or agency pursuant to any of the Debarment Regulations.

We agree that we will provide immediate written notice to Eximbank if at any time we learn that the certification set forth in clause (a) of this Section 5, if made, was erroneous when made or has become erroneous by reason of changed circumstances. For the purposes hereof, (i) "Principals" shall mean any officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or any other person (whether or not an employee) who has critical influence on or substantive control over the transaction financed by the credit or guarantee provided by Eximbank which is referred to above and (ii) the "Debarment Regulations" shall mean (x) the Governmentwide Debarment and Suspension (Nonprocurement) regulations (Common Rule), 53 Fed. Reg. 19204 (May 26, 1988), (y) Subpart 9.4 (Debarment, Suspension, and Ineligibility) of the Federal Acquisition Regulations, 48 C.F.R. 9.400 - 9.409 and (z) the revised Governmentwide Debarment and Suspension (Nonprocurement) regulations (Common Rule), 60 Fed. Reg. 30337 (June 26, 1995).

6. Acknowledgment of Eximbank Reliance. We acknowledge that the certifications set forth in this Supplier's Certificate (Special Ancillary Services) are material representations of fact upon which reliance will be placed by Eximbank in connection with the financing of the purchase of the Special Ancillary Services and that, if it is later determined that we knowingly entered into an erroneous certification, Eximbank may pursue any available remedies, which may include remedies available to the United States government such as suspension or debarment pursuant to the Debarment Regulations. We will provide additional information with regard to any of the matters discussed in this Supplier's Certificate upon Eximbank's reasonable request.

7. Due Authorization. Execution of this certificate constitutes a representation that the signer(s) are fully authorized to do so on behalf of the Supplier. We understand that any person who makes a false representation to Eximbank may be subject to fine and/or imprisonment pursuant to 18 U.S.C. §1001. We agree that, upon request, we will provide Eximbank with evidence of authority with respect to the person(s) signing this certificate.

8. Original Certificate. This Supplier's Certificate (Special Ancillary Services) is the only Supplier's Certificate (Special Ancillary Services) that we have issued with respect to the Invoices.

[NAME OF SUPPLIER OF SPECIAL
ANCILLARY SERVICES]⁵

By: _____
(Signature)⁶

Name: _____
(Print)

Title: _____
(Print)

Address: _____

_____ ⁷

Enclosures
Invoices

cc: [Name of Lender]
[Address of Lender]

[Exim Rev. 4/22/97]

⁵List complete name of company and include its Dun & Bradstreet number.

⁶This certificate must be signed by the Supplier's President, Chief Executive Officer (if different) and/or Chief Financial Officer, and/or by any other authorized officer(s) of the Supplier. Execution of this certificate constitutes a representation that the signer(s) are fully authorized to do so on behalf of the Supplier. Any person who makes a false representation to Eximbank may be subject to fine and/or imprisonment pursuant to 18 U.S.C. §1001. The Supplier agrees that, upon request, it will provide Eximbank with evidence of authority with respect to the person(s) signing this certificate.

⁷Include complete street address, including zip code, of the company facility that provided the Special Ancillary Services.

[FORM OF SUPPLIER'S CERTIFICATE (LOCAL COST ITEMS)]¹

[Letterhead of Supplier]

_____, 19__

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, DC 20571

Re: Eximbank Credit/Guarantee No. _____ - [Country]
[Purchaser] ("Purchaser")
Supplier's Certificate (Local Cost Items)

Ladies and Gentlemen:

We the undersigned supplier (the "Supplier") understand that the sale of the goods and services originated or manufactured in [name of Purchaser's country] (the "Purchaser's Country") covered by our enclosed invoice(s) (such goods and services, the "Local Cost Items"), which are listed below (the "Invoices") may be financed by a credit or guarantee provided by the Export-Import Bank of the United States ("Eximbank"), an agency of the United States of America ("United States").

<u>Number</u>	<u>Date</u>	<u>Amount</u> (In US\$) ²	<u>Name and</u> <u>Address of</u> <u>Purchaser</u> (<u>"Purchaser"</u>)	<u>Brief Description of</u> <u>Local Cost Items, including</u> <u>Standard Industrial</u> <u>Classification</u> <u>("SIC") Code</u>
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[complete with respect to each enclosed invoice]

We, the Supplier, hereby represent and warrant with respect to the Local Cost Items that:

1. Origin. The Local Cost Items were either acquired by us from sources in the Purchaser's Country which, to the best of our knowledge and belief, originated or manufactured the Local Cost Items in

¹This form should be completed and submitted by Suppliers of all Local Cost Items. Bracketed text contains instructions with regard to information that must be supplied in place of the bracketed reference.

²At the actual exchange rate applicable to the payment by the Supplier to the Person that supplied Local Cost Items on the date of payment.

the Purchaser's Country, or were originated or manufactured by us in the Purchaser's Country.

We understand that Eximbank reserves the right to determine that certain types of costs with respect to goods and/or services originated or manufactured in the Purchaser's Country are not eligible for financing as Local Cost Items.

2. Licenses and Purchase Contract. All licenses and permits required by the government of the United States or the government of [the Purchaser's Country] in connection with the Local Cost Items have been obtained. To the best of our knowledge, as of the date of the work performed, the contract to provide the Local Cost Items, and the performance by the parties of their respective obligations thereunder, did not violate any law then applicable.

3. Evidence of Performance. The Local Cost Items covered by the Invoice(s) consist of services performed for, or goods accepted by, the Purchaser.

4. Discounts, Allowances and Special Agreements. In connection with the sale of, or obtaining the contract to sell, the Local Cost Items or with the establishment or operation of the Eximbank credit/guarantee (including any letter of interest or preliminary commitment relating thereto issued by Eximbank), we have not:

(i) directly or indirectly granted or paid, agreed or offered to grant or pay, or arranged for, any discount, allowance, rebate, commission, fee or other payment, except as follows:

(a) Any discounts, allowances or rebates to the Purchaser that are disclosed in the Invoices;

(b) Amounts payable to our regular full-time employees to the extent of their regular compensation;

(c) Regular commissions or fees paid or to be paid in the ordinary course of business to our regular sales agents or sales representatives and readily identifiable on our books and records as to amount, purpose and recipient;

(d) Any letter of credit fees paid to commercial banks in connection with Eximbank the credit/guarantee;

(e) Any payments made to Eximbank in connection with the Eximbank credit/guarantee;

(f) Other payments, as follows:

Payee Or Intended Payee

Address

Purpose

(If none, then the word “**NONE**” must be inserted in order for this Certificate to be considered complete. If any payee is named, a statement must be attached showing for each the nature and extent of the services and the method of computation of the payment.)

Annex B (Exhibit 2(c))

or (ii) entered into any barter, buyback, countertrade or offset agreement or other similar agreement, except as follows:

Type of Agreement

Other Parties

Goods/Services

(If none, then the word “**NONE**” must be inserted in order for this Certificate to be considered complete. If any agreement is disclosed, a statement must be attached describing the basic terms of the agreement.)

We understand that all payments disclosed in subparagraph 4(i)(f) above must be satisfactory to Eximbank.

5. Munitions List. Only the following goods and services covered by our Invoices are articles, services, or related technical data that are listed on the United States Munitions List (part 121 of title 22 of the Code of Federal Regulations):

Item

Invoice Amount

(If none, the word “**NONE**” must be inserted in order for this Certificate to be considered complete.)

We understand that all goods and services disclosed in paragraph 5 above must be satisfactory to Eximbank.

6. Suspension and Debarment, etc. We certify that either:

/ /

(a) neither we nor our Principals (as defined below) are at present (i) debarred, suspended, proposed for debarment with a final determination still pending, declared ineligible or voluntarily excluded (as such terms are defined in any of the Debarment Regulations referred to below) from participating in procurement or nonprocurement transactions with any United States federal government department or agency pursuant to any of the Debarment Regulations (as defined below) or (ii) indicted, convicted or had a civil judgment rendered against us or any of our Principals for any of the offenses listed in any of the Debarment Regulations; or

/ /

(b) if we are unable to make the certification set forth in clause (a) of this Section 6, we have attached a detailed explanation of the grounds for this failure (including dates, identification of any debarring official or suspending official (as such terms are defined any of the Debarment Regulations) and his or her agency, and details of any proposed or actual debarment, suspension, declaration of ineligibility, voluntary exclusion, indictment, conviction or civil judgment).

We understand that any detailed explanation provided pursuant to subparagraph 6(b) above must be satisfactory to Eximbank.

We further certify that, unless authorized by Eximbank, we will not knowingly enter into any transactions in connection with the Local Cost Items with any person who is debarred, suspended, declared

Annex B (Exhibit 2(c))

ineligible or voluntarily excluded from participation in procurement or nonprocurement transactions with any United States federal government department or agency pursuant to any of the Debarment Regulations.

We agree that we will provide immediate written notice to Eximbank if at any time we learn that the certification set forth in clause (a) of this Section 6, if made, was erroneous when made or has become erroneous by reason of changed circumstances. For the purposes hereof, (i) "Principals" shall mean any officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or any other person (whether or not an employee) who has critical influence on or substantive control over the transaction financed by the credit or guarantee provided by Eximbank which is referred to above and (ii) the "Debarment Regulations" shall mean (x) the Governmentwide Debarment and Suspension (Nonprocurement) regulations (Common Rule), 53 Fed. Reg. 19204 (May 26, 1988), (y) Subpart 9.4 (Debarment, Suspension, and Ineligibility) of the Federal Acquisition Regulations, 48 C.F.R. 9.400 - 9.409 and (z) the revised Governmentwide Debarment and Suspension (Nonprocurement) regulations (Common Rule), 60 Fed. Reg. 33037 (June 26, 1995).

7. Acknowledgment of Eximbank Reliance. We acknowledge that the certifications set forth in this Local Cost Supplier's Certificate are material representations of fact upon which reliance will be placed by Eximbank in connection with the financing of the purchase of the Local Cost Items and that, if it is later determined that we knowingly entered into an erroneous certification, Eximbank may pursue any available remedies, which may include remedies available to the United States government such as suspension or debarment pursuant to the Debarment Regulations. We will provide additional information with regard to any of the matters discussed in this Supplier's Certificate upon Eximbank's reasonable request.

8. Due Authorization. Execution of this certificate constitutes a representation that the signer(s) are fully authorized to do so on behalf of the Supplier. We understand that any person who makes a false representation to Eximbank may be subject to fine and/or imprisonment pursuant to 18 U.S.C. §1001. We agree that, upon request, we will provide Eximbank with evidence of authority with respect to the person(s) signing this certificate.

9. Original Certificate. This Local Cost Supplier's Certificate is the only Local Cost Supplier's Certificate that we have issued with respect to the Invoices.

[SUPPLIER]³

By: _____
(Signature)⁴
Name: _____
(Print)
Title: _____
(Print)
Address: _____

_____ ⁵

Enclosures
Invoices

cc: [Lender]
[Address of Lender]

[Exim Rev. 4/22/97]

³List complete name of company and include its Dun & Bradstreet number. Note: this company must be located in and regularly do business in the United States.

⁴This certificate must be signed by the Supplier's President, Chief Executive Officer (if different) and/or Chief Financial Officer, and/or by any other authorized officer(s) of the Supplier. Execution of this certificate constitutes a representation that the signer(s) are fully authorized to do so on behalf of the Supplier. Any person who makes a false representation to Eximbank may be subject to fine and/or imprisonment pursuant to 18 U.S.C. §1001. The Supplier agrees that, upon request, it will provide Eximbank with evidence of authority with respect to the person(s) signing this certificate.

⁵Include complete street address, including zip code, of the company facility that produced Local Cost Items. This address must be in the United States.